

## BIOPORT

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# Membership charter to BIOPORT's Logistics Platform

## Preamble

The associations, organism or individuals, which signed the following charter,

**considering the purpose of BIOPORT's Logistics Platform is to allow a pooling of human and material resources and skills, serving solidarity associations;**

**considering that these actions are performed by providing storage areas; by establishing a link with carriers and forwarders, and any other measures contributing to help optimizing logistics of supplies and shipments of goods and equipment;**

have admitted the following:

## Section 1: Commitment

Each contracting party commits without exception and knowingly to respect entirely and completely the present charter.

## Section 2: Information

The parties commit to ensure that authorities, organizations and individuals concerned are informed of the rights and obligations set by this charter.

## Section 3: Principles and practices

1. The parties commit to respect the following principles :

- a) **Commitment to the pooling of human and material resources and skills principle**, in order to optimize logistic services.
- b) **Contribution to the logistic and humanitarian platform operating expenses**, which are detailed in each quotation. The allocation formula is determined by BIOPORT and renewed every year, on January 1st.
- c) **Respect of the human person** : respect of current the international and national laws (discrimination, labour code, human rights, children rights, ...)

2. The parties commit to conduct a feasibility study before taking any action and to implement best ethical practices :

### A. In a humanitarian project:

#### a) **Establishment of a partnership with the beneficiary(ies)**

- Before the deployment of any project, it is required to set up at least a bilateral partnership, detailing the expressed needs of the partner.
- Definition of objectives, as well as financial, human and material means for the partnership set up.

#### b) **Evaluation of the supply possibilities and conditions**

- The priority must be supplying locally whenever possible
- Packaging must be adapted to the means of transport and to the handling constraints of the consignee.
- A cost analysis must be conducted, taking into account the overall supply chain of the shipped goods.

#### c) **Identification of technical constraints and procedures to apply.**

- Revision of technical equipment with certification showing proper functioning.
- Study of technical requirements: Conformity to standard country norms, general technical requirements (electrical installation, storage ...), availability of spare parts, consumables, availability of technical documents.
- Skill assessment of the project staff's, at pick-up and upon receipt of the goods, for its installation, use, maintenance, and management (receipt, distribution, inventory management)
- Declaration of donation or free-gift of goods to the local authorities is mandatory

### B. For the Fair Trade section :

a) **Completion of a market analysis** to determine what kind of products are to be sold, the imported quantities, the distribution network, the commercial circuit, ...

b) **Guarantee of a fair compensation for the producer (prices and terms of payment are set** beforehand)

c) **Respect of the working conditions** : wage setting, health care, compliance with local laws (work schedules, age, ...)

d) **Commitment to community development**: Reinvestment of profit in community development actions, enhancing working conditions, or acquiring new working tools.

C. In local solidarity actions

- a) **Respect of legislation and sanitary norms** : Hygiene, expiration date, cold chain,
- b) **Sale of products to the beneficiaries at a lower price than market prices.**
- c) **Going beyond assistantship** in order to preserve people's dignity and helping them recover their independence sustainably: The establishment of a human connection and the quality of the relationship are top priorities.

**Section 4 – Membership conditions**

Membership to BIOPORT's Logistics Platform is conditioned by the respect of the following principles:

- a) The organisation doesn't serve personal interests.
- b) Acceptance and implementation of this membership charter.
- c) Payment of the annual membership and **transmission of the association, official registration, a presentation of actions and a brochure to BIOPORT**

BIOPORT's team and management board have the right to refuse a membership if the implementation and the principles of this charter are not respected.

**Section 5 – Rights and duties**

Subscription to the present charter implies rights and duties :

- 1. Subscribe to benefit from :
  - Priority on storage areas
  - Priority on equipment donations that we receive
  - Priority on bundling offers and transport solutions
  - Advertising on BIOPORT's website.
  - Subscription to the quarterly newsletter.
  - Access to technical documentation (transport guide, ...)
  - Reduced fee or free access on all actions led by BIOPORT
  - Access to BIOPORT's meeting room, during office hours
  - Right to take part in the BIOPORT project and to vote at the annual general assembly.
- 2. To subscribe means to commit to :
  - Support BIOPORT's actions.
  - Be respectful of the logistic platform rules, the occupancy and resources pooling agreement.
  - Take part in joint actions carried out by the humanitarian platform.
  - Sharing expertise so that other members benefit from it.
  - Not creating prejudice towards other members.
  - Being up to date with your annual membership contribution to the operating costs of the BIOPORT humanitarian platform.
  - Keep BIOPORT informed of current actions, projects, ...

**Section 6 – Members responsibilities**

In any case, the member is always responsible of his acts and the information he shares.

**Article 7 – Anti-corruption measures**

- . The contractual compensation of Partner/Supplier/Service provider must be the only compensation given within the scope of this contract.
- . The Partner/Supplier/Service provider and his staff must refuse any sort of advantage and refrain from taking part in any activities that come into conflict with their duties towards BIOPORT.
- . BIOPORT has the right to terminate any contract if there are evidence of any form of corruption that occurred at any step of the Partner/Supplier/Service provider's selection procedure.
- . In the present clause, corruption should be understood as any proposal or any consent to offer to anyone an illegal payment, a gift, a gratification, or a commission in order to encourage or to reward someone, so that he undertakes or refrains to undertake an activity related to the granting or the execution of the contract.
- . Any offer or any on-going contract will be rejected/terminated, as soon as evidence of extraordinary commercial fees are found at the time of the granting or execution of the contract.
- . Extraordinary commercial fees should be understood as any commission that is not mentioned in the contract, that doesn't reward a legitimate and effective service, that is paid to a tax heaven, or to any non-identified recipient or to any company that resembles a dummy-company.

**Section 8 – Sanctions**

Failure to meet any of the clauses mentioned in the present charter will lead to the exclusion of the contracting party, potentially followed by criminal prosecution as permitted by law.

The humanitarian logistic platform is free to choose which sanction suits best, as long as the reason of the blame is clearly explained to the offender.

In witness whereof the parties have signed the present charter,

Done at ....., on .....

Mr / Mrs / Ms .....

Representative of : .....

**Signature :**

# BIOPORT

Bioport is a non-profit organisation under the law of 1901 which has been bringing logistical support to solidarity entities since 1994: NGOs, Foundations, humanitarian associations, local solidarity associations, local authorities, schools or universities.

The membership to Bioport enables you to access our services, to be informed of our evolution and even to take part in the orientation of the activities and development of the services offered.

## Membership bulletin 2022

Association: .....

represented by: Name: ..... Surname : .....

position: .....

Address (for invoices): .....

Tel : ..... Email: .....

Web site : .....

Registration number: .....

Intracommunity VAT n° : .....

NGO membership : 90€ all taxes included (75€ pre-tax value)

Payment by bank transfer, on receipt of the invoice.

Date and signature :

To be returned by mail with the signed charter to:  
contact@bioport-logistique.com